



**National Transport
and Safety Authority**

TENDER NO. NO. NTSA/NCB-002/2017-2018

PROVISION OF MEDICAL INSURANCE COVER

TENDER DOCUMENT

OCTOBER 2017

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DATE _____

TENDER REF NO. NTSA/NCB-002-2017-2018

TENDER NAME: PROVISION OF MEDICAL INSURANCE COVER

The National Transport and Safety Authority's invites sealed bids from eligible candidates for the **Provision of Medical Insurance Cover** in accordance with the Kenyan Public Procurement and Disposal Act (2005) and its attendant regulations.

Interested eligible candidates may obtain further information from and inspect the tender documents at **Procurement Office, National Transport and Safety Authority's Headquarters, Upper Hill Road, Hill Park Plaza, 4th Floor** during normal working hours

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kenya Shillings One Thousand only (KES 1,000)** in cash or Bankers cheque payable to *Director General or may download the same from our website free of charge.*

Bidders who may have participated in this tender and purchased the tender document may obtain copies of the tender document free of charge upon production of official payment receipt.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box on **Ground Floor, National Transport and Safety Authority's Headquarters, Hill Park Building, Upper Hill Road, Nairobi** or to be addressed to the **Director General, P.O Box 3602-00506 Nairobi** so as to be received on or before **Wednesday , 8th November 2017 at 10.00 am**

Prices quoted should be net inclusive of all taxes and delivery should be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender. Bidders must ensure that each bid submitted must be serialized from the first to the last page including any attachments.

A mandatory pre-bid briefing will be held on **Wednesday 25th October, 2017 at 10.00 a.m. local time** at the **Conference Room on 3rd Floor**, Hill Park Building, Upper Hill Road. Interested bidders are invited to attend.

Tenders will be closed on **Wednesday, 8th November, 2017 at 10.00 am** will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Conference Room on 3rd Floor at Hill park Building Plaza.**

DIRECTOR ENERAL.
NATIONAL TRANSPORT AND SAFETY AUTHORITY.
HILL PARK PLAZA, UPPER HILLROAD
P.O. BOX. 3602 – 00506
NAIROBI.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The National Transport and Safety Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the National Transport and Safety Authority (NTSA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the NTSA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.
- 2.2.3 The NTSA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Principal's or Manufacturers Authorization Form
- (xiii) Declaration Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4

Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender document may notify the NTSA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NTSA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the NTSA. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents".
- 2.4.2 The NTSA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5

Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the NTSA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the NTSA, at its discretion, may extend the deadline for the submission of tenders.

2.6

Language of Tender

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the NTSA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7

Documents Comprising of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
 - (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Tender security furnished is in accordance with Clause 2.12
 - (d) Confidential business questionnaire

2.8

Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9

Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall be fixed during the Tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the NTSA within 30 days of receiving the request

2.10

Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the NTSA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the NTSA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - a) A bank Guarantee.
 - b) Cash.
 - c) Such Insurance Guarantee Approved by the Authority.
 - d) Letter of Credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the NTSA as non-responsive, pursuant to paragraph 2.20.
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the NTSA.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the NTSA on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30
 - or**
 - (ii) To furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13

Validity of Tenders

- 2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the NTSA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NTSA as nonresponsive.
- 2.13.2 In exceptional circumstances, the NTSA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14

Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**COMBIBED TECHNICAL AND FINANCIAL ORIGINAL TENDER**" and "**COMBINED TECHNICAL AND FINANCIAL COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15

Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**COMBIBED TECHNICAL AND FINANCIAL ORIGINAL TENDER**” and “**COMBIBED TECHNICAL AND FINANCIAL COPY TENDER.**” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the NTSA at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Wednesday , 8th November, 2017 at 10.00 am**”
- 2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the NTSA will assume no responsibility for the tender’s misplacement or premature opening.

2.16

Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the NTSA at the address specified under paragraph 2.15.2 no later than ***Wednesday , 8th November 2017 at 10.00 am***
- 2.16.2 The NTSA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the NTSA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the NTSA as provided for in the appendix.

2.17

Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the NTSA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for

submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.5 The NTSA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The NTSA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18

Opening of Tenders

- 2.18.1 The NTSA will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 on **Wednesday, 8th November, 2017 at 10.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the NTSA, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The NTSA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19

Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the NTSA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the NTSA in the NTSA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20

Preliminary Examination and Responsiveness

- 2.20.1 The NTSA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 The NTSA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the NTSA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The NTSA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the NTSA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21

Conversion to a Single Currency

- 2.21.1 Where other currencies are used, NTSA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22

Evaluation and Comparison of Tenders.

- 2.22.1 The NTSA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The NTSA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
 - (a) Operational plan proposed in the tender;
 - (b) Deviations in payment schedule from that specified in the Special Conditions of Contract.
- 2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

- (a) ***Operational Plan***

The NTSA requires that the services under the Invitation for Tenders

shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the NTSA's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in Payment Schedule*

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The NTSA may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the NTSA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NTSA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.1 Any effort by a tenderer to influence the NTSA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

(a) Post Qualification

2.24.1 In the absence of pre-qualification, the NTSA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the NTSA deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the NTSA will proceed to the

next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the NTSA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The NTSA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the NTSA's action. If the NTSA determines that none of the tenderers is responsive; the NTSA shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

2.25

Notification of Award

- 2.25.1 Prior to the expiration of the period of tender validity, the NTSA will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the NTSA pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the NTSA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26

Signing of Contract

- 2.26.1 At the same time as the NTSA notifies the successful tenderer that its tender has been accepted, the NTSA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NTSA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27

Performance Security

- 2.27.1 Within seven (7) days of the receipt of notification of award from the NTSA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the NTSA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NTSA may make the award to the next lowest evaluated or call for new tenders.

2.28

Corrupt or Fraudulent Practices

- 2.28.1 The NTSA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The NTSA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is open to Insurance Companies (Underwriters) duly licensed by Insurance Regulatory Authority to provide Medical Insurance Services
2.1.3	Declaration of No Conflict of Interest
2.1.4	Anti-corruption Affidavit
2.3.2	The fees charged for a complete set of tender documents is Kenya Shillings one thousand only or may download the same from our website free of charge.
2.10.4	Tender Validity Period 120 days from the tender closing date.
2.11.1	Tender prices MUST be quoted in Kenya Shillings
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page
2.14.1	A tender security in the form of a Bank Guarantee is required. The amount of tender security required is Kenya Shillings one million (KES.1,000,000) only and must be valid for a period of 150 days from the date of tender closing.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a COMBIBED TECHNICAL AND FINANCIAL PROPOSAL in one envelop. Bids must be submitted in TWO copies i.e Original and Copy.
2.18.1	Time, date, and place for bid opening are: 10.00 hours, local time, on Wednesday, 8th November, 2017 at 10.00 am Place: Hill Park Building, Board Room on 3rd Floor. City: Nairobi Country: Kenya.
2.15	Opening of COMBIBED TECHNICAL AND FINANCIAL TENDER will be done in public at the time of closing the tender. However, evaluation of Financial Proposals that meet the minimum technical specifications will be done upon

	completion of the Technical evaluation.
2.20	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p>
2.24	<p>The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV.</p>
2.25	<p>Preference</p> <p>NTSA will grant a margin of preference to services provided in Kenya for the purpose of bid comparison in accordance with the current laws as may be necessary.</p>
2.22	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid using the following formula, which permits a comprehensive assessment of the bid price and the technical merits of each bid:</p> $B \equiv \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$ <p>where:</p> <p>C = Evaluated Bid Price</p> <p>C_{low} = the lowest of all Evaluated Bid Prices among responsive bids</p> <p>T = the total Technical Score awarded to the bid</p> <p>T_{high} = the Technical Score achieved by the bid that was scored highest among all responsive bids</p> <p>X = weight for the Price as specified in the BDS (i.e 0.3)</p> <p>The bid with the highest Evaluated Bid Score (B) among responsive bids shall be termed the Lowest Evaluated Bid and is eligible for Contract award.</p>
2.30	<p>The performance security required will be 10% of the award contract value.</p>
2.31	<p>Anti-corruption Affidavit</p> <p>NTSA will require a supplier of services to swear an affidavit to the effect they will not have offered or been requested to pay an inducement to a member of the Board, Management and/or Staff of NTSA to influence the outcome of the bid.</p>
	Submission of Pre-bid briefing attendance form

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III

- GENERAL CONDITIONS OF CONTRACT

3.1

Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) “The Contract” means the agreement entered into between the NTSA and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
 - (c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the NTSA under the Contract.
 - (d) “The NTSA” means National Transport and Safety Authority (NTSA), the organization purchasing the Goods under this Contract.
 - (e) “The contractor means the individual or firm providing the services under this Contract.
 - (f) “GCC” means general conditions of contract contained in this section
 - (g) “SCC” means the special conditions of contract
 - (h) “Day” means calendar day

3.2

Application

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3

Standards

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4

Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the NTSA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NTSA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the NTSA’s prior written consent, make use of any document or information

enumerated in paragraph 3.5.1 above.

- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the NTSA and shall be returned (all copies) to the NTSA on completion of the Tenderer's performance under the Contract if so required by the NTSA.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the NTSA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NTSA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the NTSA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the NTSA and shall be returned (all copies) to the NTSA on completion of the Tenderer's performance under the Contract if so required by the NTSA.

3.5 Patent Rights

The tenderer shall indemnify the NTSA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the NTSA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the NTSA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NTSA and shall be in the form of :

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the NTSA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspection and Tests

3.7.1 The NTSA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The NTSA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the NTSA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the NTSA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the NTSA.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.9 Prices

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the NTSA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the NTSA's prior written consent.

3.11 Termination for Default

3.11.1 The NTSA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the NTSA.
- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of the NTSA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the NTSA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the NTSA for any excess costs for such similar services.

3.12 Termination for Insolvency

The NTSA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the NTSA.

3.13 Termination for convenience

3.13.1 The NTSA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the NTSA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the NTSA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14

Resolution of Disputes

- 3.14.1 The NTSA and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15

Governing Language

- 3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16

Force Majeure

- 3.16.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law

- 3.17.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.18 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.18.2	The notice period shall be seven (7) days.
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	The National Transport and Safety Authority’s payment terms are that payment shall be made within thirty (30) days from the date submission of invoice. However, NTSA may negotiate mutually acceptable payment terms with the successful tenderer.
3.91	Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments mutually agreed and authorized in writing.
23.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

SECTION V - SCHEDULE OF REQUIREMENTS

5.1 General

The National Transport and Safety Authority requires Medical Insurance Service Providers. The Insurance Contract entails provision of Inpatient and Out Patient Services.

5.2 Submission of Bids

- (i) The Tenderer must submit a one envelope bid in the following format:
Comprising of the following documents

- ◆ Tender Notice
- ◆ Invitation for Tender
- ◆ Tender Security
- ◆ Duly Completed Confidential Business Questionnaire and supporting documents as requested in the vendor evaluation criteria.
- ◆ Schedule of Requirements
- ◆ Duly Signed Tender Form and Price Schedules

- (ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

COMBINED ORIGINAL TECHNICAL AND FINANCIAL PROPOSAL
NTSA/NCB/002/2017-2018

COMBINED COPY TECHNICAL AND FINANCIAL PROPOSAL
NTSA/NCB/002/2017-2018

The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall be addressed to:

**Director General
National Transport and Safety Authority
P.O Box 3206-00506
Nairobi.**

5.3 Tender Responsiveness Criteria (Mandatory Requirements)

The submission of the following items will be required in the determination of the Completeness of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Description Criteria of Insurance Medical Service Provider	
1	<p style="text-align: center;">Submission of Tender Documents</p> <ul style="list-style-type: none"> ▪ One envelope –Combined Technical and Financial ▪ Valid Tender Security- Bank Guarantee ▪ Evidence of Registration with Insurance Regulatory Authority. ▪ Provide evidence of Gross Annual Premiums in the previous year for over seven hundred and fifty million shillings (Kshs.750,000,000/-) for Group medical covers ▪ Mandatory pre-bid meeting
2	<p style="text-align: center;">Company Profile</p> <ul style="list-style-type: none"> ▪ Evidence of Registration with Insurance Regulatory Authority. ▪ Professional Indemnity Insurance cover of at least Kshs.50 million and copy submitted. ▪ Completed Confidential Business Questionnaire ▪ A copy of Certificate of Incorporation ▪ Memorandum and Articles of Association ▪ Certified copy of CR 12 which must not be over 12 months since it was issued. ▪ Certified copy of current membership certificate of the Association of Kenya Insurers (AKI)
3	<p style="text-align: center;">Managerial and Key Personnel Competency Profiles</p> <p>Attach:</p> <ul style="list-style-type: none"> ▪ Staff Competency Profiles of the Principal Officer and personnel responsible for the management of the medical scheme and length of time in the firm.
4	<p style="text-align: center;">Financial Resources</p> <p>Submit:</p> <ul style="list-style-type: none"> ▪ Certified copies of the last 3 years Audited Accounts i.e 2014, 2015 and 2016
5	<p style="text-align: center;">Experience</p> <p>State number of years of experience in Medical Insurance Business which must not be less than ten (10) years.</p>
6	<p style="text-align: center;">Reputation</p> <p>Submit details of five reputable clients whose total premium in the calendar year 2016 must not be less than Kshs.50 million per client, including certified copies of the contracts/ LSO, address and telephone numbers of each.</p>
7	<p style="text-align: center;">Social Obligations</p> <p>Submit certificate of compliance for the following;</p> <ul style="list-style-type: none"> ▪ Sworn Anti-Corruption Affidavit ▪ Tax Compliance Certificate

5.4 Technical Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 70% of the total tender evaluation.

Description	Maximum Score
<p style="text-align: center;">Company Profile</p> <p>Suitability of Service Provider - The prospective medical underwriter must have conducted medical insurance business for not less than 10 years: 10 -15 Years – 5 Marks 15 years and above- 10 marks</p>	10
<p>Managerial and Key Personnel Competency Profiles</p> <p>The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management of the medical scheme and length of time in the firm.</p> <p>Qualification of Key Staff and Capacity to deliver service:</p> <p>Principal Officer must have;</p> <ul style="list-style-type: none"> • A minimum of undergraduate (Bachelor’s) degree in Insurance or related field from a reputable university. (Submit certified copy of the certificate) – 3 Marks • Full Membership of the chartered insurance institute or equivalent (Submit certified copy of the certificate)- 2 Marks • Minimum ten (10) years of experience as a senior manager in the insurance industry- 10 Marks <p>Designated Account Manager must have;</p> <ul style="list-style-type: none"> • A minimum of undergraduate (Bachelor’s) degree in Insurance or related field from a reputable university. (Submit certified copy of the certificate)- 3 Marks • Associate Membership of the chartered insurance institute or equivalent (Submit certified copy of the certificate)- 2 Marks • Minimum five (5) years of experience as a senior manager in the insurance industry- 5 Marks 	25

<p style="text-align: center;">Financial Resources</p> <p>The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider. The bidder must be an established underwriter for medical insurance cover.</p> <ul style="list-style-type: none"> • Annual gross premiums in the previous year of at least Seven hundred and fifty million shillings (Kshs.750, 000,000/-) for Group medical cover.)- 5 Marks • Annual gross premiums in the previous year of at least Kshs.1 Billion (Kshs.1,000,000,000/-) for Group medical cover.)- 10 Marks 	10
<p style="text-align: center;">Reputation</p> <p>Proof of Satisfactory Service -The bidder must give a list of at least fifteen (15) current clients indicating the type of cover, duration, and premiums for the medical scheme cover provided for each client, preferably;</p> <ul style="list-style-type: none"> • Ten (10) from the public sector (20marks); and • Five (5) from the private sector (10 marks). <p><i>Attach certified copies of the contracts/LSO from the fifteen (15) clients above.</i></p>	30
In addition, bidders will be evaluated on:-	
<ul style="list-style-type: none"> • Providing evidence of finalized specific medical re-insurance arrangement programme (2 marks); • Attaching proof of prompt claims settlement ability from at least four of the following medical service providers; (Nairobi Hospital, Agha Khan Hospital (Nairobi, Mombasa Kisumu), Mater Hospital, Kenyatta Hospital, Nairobi Women Hospital, Nairobi West Hospital, Pine Breeze, Karen Hospital, MP Shah Hospital (8 marks); • Providing evidence of an installed IT system that provides accurate and up to date information on the administration of the scheme. Attach copy of the contract if outsourced (2 Marks); • Evidence of its medical service provider’s branch network countrywide (3 marks). 	15
<p>Provide claims procedure and turn around period and/or (provide methodology work plan)</p>	10
Total Score	100

1. Bidders scoring below 70% in the above technical evaluation shall be declared technically non responsive and thus disqualified from further analysis.
2. Bidders scoring 70% and above shall be declared technically responsive and qualify for financial evaluation
3. Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that the bidders may be required to produce original Certificates for ease of verification.
4. The procuring entity reserves the right to carry out independent investigations to verify the accuracy of information provided.

5.5 Overall Tender Evaluation Criteria

The tender evaluation criteria is weighted as follows; -

Criteria	Maximum Score
Tender Responsiveness	mandatory
Technical Evaluation	70
Financial & Delivery Schedules	30
Totals	100

SECTION 6 - SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE - PROVISION OF NTSA STAFF MEDICAL INSURANCE COVER

1.0 Background

The National Transport and Safety Authority seeks to contract a reputable insurance company (Underwriter) to provide Medical Insurance cover for its staff, their dependents and board members for a period of one (1) year with effect from 22nd January, 2018 on a framework basis. NTSA may at its own discretion renew the cover for a further period of one (1) year subject to satisfactory performance.

The medical insurance scheme is a fully enhanced cover intended at providing all employees and their dependents with quality health care services on 24 hours basis taking into cognizance the unpredictable nature of sicknesses and/or accidents. The Medical Scheme is expected to cover the following:-

2.0 Inpatient cover

The In-patient cover benefit shall cater for illnesses requiring hospitalization and will be fully enhanced to cover the following conditions and procedures:-

- 2.1 Accident and illness hospitalization (accommodation, doctor's fees, operating theatre, ICU charges, physiotherapy, prescribed drugs, dressings surgical appliances, X-rays and scans;
- 2.2 Medical services for pre-existing and chronic conditions including cardiac diseases, asthma, diabetes, pre-existing surgical conditions and cancer and related illnesses. Sub-limits for chronic and congenital conditions shall not be below Kshs.1,000,000 for all categories of staff;
- 2.3 Congenital/Neonatal conditions within the limit for chronic conditions;
- 2.4 In-patient surgery;
- 2.5 In-patient diagnostic tests;
- 2.6 Surgical implants, appliances, joint replacements and prostheses;

- 2.7 External aids (wheel chair, corsets, crutches and other orthopedic appliances);
- 2.8 Professional fees for specialist doctors (Surgeons, anesthetists etc.);
- 2.9 Major organ transplant;
- 2.10 Hospital accommodation;
- 2.11 Maternity cover including caesarean cases and ectopic pregnancy;
- 2.12 Hospitalization due to dental and optical accident or disease;
- 2.13 Gynecological illnesses;
- 2.14 Emergency road ambulance services;
- 2.15 Emergency Air Evacuation;
- 2.16 Psychiatry/psychotherapy;
- 2.17 Chemotherapy and radiotherapy;
- 2.18 Non-Accident ophthalmologic and maxillofacial surgery;
- 2.19 Accommodation for accompanying parent/guardian for hospitalized children up to 12 years of age;
- 2.20 Cost for quarantine and isolation where prescribed by the doctor;
- 2.21 Treatment while in hospital;
- 2.22 Discharge from hospital and the cost of treatment thereof;
- 2.23 Post hospitalization benefits; and
- 2.24 Any other service not included above but which may be mutually agreed upon from time to time.

3.0 Outpatient Cover

The Outpatient scheme shall deal with cases of illness not requiring admission into a hospital and will include examinations, diagnosis and speedy treatment at health clinics and/or hospitals with the aim of preventing any ailment or illness from growing into cases that require hospitalization.

The outpatient cover shall encompass the following benefits:

- 3.1 Routine outpatient consultation;
- 3.2 Diagnostic Laboratory and Radiology services including X-ray, ultrasounds, ECG, MRI scans, oncology tests etc;
- 3.3 Prescribed Physiotherapy;
- 3.4 Prescribed drugs and dressings;
- 3.5 Treatment for HIV/AIDS related conditions as well as prescribed ARVs, CD-4 count and viral load test;
- 3.6 Attendance to other opportunistic diseases e.g. TB and cancer;

- 3.7 Treatment for pre-existing conditions;
- 3.8 Treatment for chronic and recurring conditions;
- 3.9 Treatment from any injuries sustained as a result of riots, strikes or terrorism, where the member was not part of the rioters;
- 3.10 Chemotherapy and radiotherapy;
- 3.11 Routine Immunization (KEPI, Baby friendly and private vaccines) for all family members;
- 3.12 Routine Antenatal checkups;
- 3.13 Postnatal care up to six weeks post-delivery;
- 3.14 Psychiatry/psychotherapy;
- 3.15 Outpatient Emergency Ambulance Services;
- 3.16 Dental services including extractions, fillings, gum surgery, root canal treatment and basic prescribed dentures, braces, crowns and bridges;
- 3.17 Optical and ophthalmologic services;
- 3.18 Counseling services;
- 3.19 Specialist opinion on referral basis;
- 3.20 Medical examination which is a pre-requisite for various training programmes;
- 3.21 Health Education (wellness programmes);
- 3.22 Annual pap smear and breast checks for female members dependents;
- 3.23 Annual prostate checks for male members and dependents; and
- 3.24 General check-ups for entire family;

Any additional benefits should be specified by the bidder.

Note this shall be self-funded cover where the employer shall deposit an agreed sum to be utilized and the insurer shall provide administrative services.

4.0 Medical benefits limits

The following cover limits shall apply

4.1 Inpatient cover limits

Categories	Cover Limit
Board Members	2,000,000/= Per member only
NTSA 14	5,000,000/= per family
NTSA 13-12	4,000,000/= per family

NTSA 11-10	3,000,000/= per family
NTSA 9-7	2,500,000/= per family
NTSA 6-4	2,000,000/= per family
NTSA 3-1	1,500,000/= per family

NB: A list of staff and their dependents will be provided.

4.2 Outpatient Limits

Categories	Cover Limit
Board Members	100,000 per member only
NTSA 14	500,000 per family
NTSA 13-12	400,000 per family
NTSA 11-10	300,000 per family
NTSA 9-7	250,000 per family
NTSA 6-4	200,000 per family
NTSA 3-1	150,000 per family

4.3 Maternity

The cover should provide for normal deliveries and caesarian cases (both emergency and elective) without any limitations as to the number of times one undergoes the caesarian procedure for the principal members or spouses. Board members are excluded from maternity cover.

Cover Limit per person (Principal member or spouse only)
200,000/=

The bidder should confirm whether the maternity benefit is part of in-patient or not. Further, the bidder should clearly state how to handle pre-natal and antenatal care.

4.4 Dental

The cover should cater for non-accidental dental including extractions, fillings, gum surgery, root canal treatment and basic prescribed dentures, braces, crowns and bridges or any other treatment as advised by dentist.

Categories	Cover Limit
Board Members	50,000 per member
NTSA 14 -12	50,000 per member
NTSA 11 – 7	30,000 per member
NTSA 6 – 4	25,000 per member
NTSA 3 - 1	20,000 per member

4.5 Optical

The cover should cater for glasses, frames and replacements and any other treatment as advised by optician.

Categories	Cover Limit
Board members	50,000 per member
NTSA 14 – 12	50,000 per member
NTSA 11 – 7	30,000 per member
NTSA 6 - 4	25,000 per member
NTSA 3 – 1	20,000 per member

NB. All bidders are required to fully provide information on whether the outpatient medical cover incorporates Dental and Optical.

4.6 Funeral expense

For Principal members **KES. 175,000**; Dependents **KES. 100,000**; Board Members **KES. 100,000** (only if member dies while still in office).

NB. Last expense is not part of inpatient benefit.

4.7 Group Excess of Loss Cover:

The Bidder should specify provision of group excess of loss cover to be provided for up to Kshs.15 Million

4.8 Special treatment and any exclusions

The Provider should clearly state in writing all exclusions in the proposed cover.

4.9 Membership

The size of a family is a maximum of Member, Spouse and four (4) children (legal by birth or adoption) aged 22 years and below or 25 years if a full time student in a learning institution. Children living with disabilities who depend entirely on the principal member will not have any age limit.

The total membership categorized by grade is as tabulated below.

Class	NTSA 14	NTSA 13-12	NTSA 11-10	NTSA 9-7	NTSA 6-4	NTSA 3-1	Board member s	Tota l
M		1		9	114	88	11	223
M+1		1	2	5	36	22	0	66
M+2		4	4	7	55	62	0	132
M+3		2	7	17	44	58	0	128
M+4	1	4	8	10	24	33	0	80
M+5		2	4	2	7	20	0	35
Total	1	14	25	50	280	283	11	664

5.0 Administration of the scheme:

While it is appreciated that medical schemes come with inherent controls and procedures, NTSA is hoping that the selected provider will ensure that any controls and procedures are not unnecessarily bureaucratic and cumbersome.

- 5.1 The bidder shall be required to clearly state the procedures to be followed by the members in the provision of medical services stating clearly the responsibilities of the parties involved.
- 5.2 Refund of premiums in respect of leavers shall be on pro-rata basis. The same shall not be subject to any incurred losses.
- 5.3 The bidders should provide for accreditation of additional providers upon request.
- 5.4 The successful bidder shall be required to provide 24 hour emergency contacts and appoint a scheme contact person who will ensure efficient provision of administrative services including timely response to queries and requests.
- 5.5 There will be no waiting period.

- 5.6 Patients will not be required to pay cash for any covered treatment. In case of cash payment, members will be reimbursed 100% of the expenditure.
- 5.7 The successful bidder shall be required to provide NTSA with monthly, quarterly and annual reports on utilization of services including expenditure reports for inpatient and outpatient claims. NTSA will also be able to request for reports on needs basis.
- 5.8 The bidder shall be expected to define a clear procedure of identification of employees and their beneficiaries through registration and use of biometric smart card system or other ICT based system, the cost of which should be included in the quote.
- 5.9 The proposal should include the option for topping up the cover where a member has more than the number of dependents provided by the cover or would like to enhance the cover limit.
- 5.10 The Authority shall further negotiate with the successful bidder prior to drawing up of the final contract.
- 5.11 The successful service provider will be awarded a one year renewable framework contract renewable which allows for additional memberships at the tendered unit prices at the sole discretion of National Transport and Safety Authority.

6.0 Network Coverage

The bidder should have extensive and reputable network of Hospitals, Clinics, Pharmacies and Laboratories within easy reach of the members and their dependents.

The bidder is required to provide the following:-

- Full details of towns where the insurance company is represented.
- The appointed hospitals, clinics and doctors all over the country that can be accessed by NTSA employees and their dependents (attach their respective lists).
- Full details of the medical cover outside Kenya and all exclusions that are applicable.

7.0 Case Management

The bidder is expected to provide details on the following:-

- A detailed description on how the cover is going to be administered.
- An analysis on how the service provider intends to address the following issues/procedures:-
 - ✓ Admission of members into the cover
 - ✓ Admission of members with pre-existing conditions into the cover
 - ✓ Admission of HIV/AIDS related cases to the cover
 - ✓ Procedure to be followed for overseas cover
 - ✓ Procedure to be followed to procure last expense.

8.0 Claims Settlement Turnaround Time

The bidder is expected to demonstrate and give details of the claims settlement turnaround time.

NB: The time indicated will be used to review the performance of the Tenderer and the underwriter for any future renewal of contract.

9.0 Financial stability

The bidder should provide documentary prove that they are financially sound and is fully licensed and registered as a medical insurance cover provider.

NB: The tender documents must be accompanied with Audited Accounts for the last three (3) years.

10.0 Special medical treatment

There are cases, which may require special treatment owing to medical history of a member of staff and/or dependent.

The bidder is required to propose on how such a case is dealt with in case it occurs.

11.0 Exclusions and requirements

The bidder must state clearly requirements, special conditions and/or exclusions applicable to the schemes.

12.0 References and key personnel:

The bidder must demonstrate its ability, knowledge and experience in the provision of medical insurance services and give details of key personnel charged with management the medical scheme.

The bidder must give at least fifteen (15) current clients preferably five (5) from the public sector and ten (10) from the private sector indicating the type of cover, duration, and premiums for the medical scheme cover provided per each client.

13.0 Cost of the Proposed Staff Medical Scheme

The proposed scheme will be for a two years framework contract renewable annually at the sole discretion of National Transport and Safety Authority. The bidder is expected to tender based on the following:-

- The total employees
- The dependents
- Dental and optical
- Maternity
- Inpatient
- Outpatient –Outpatient managed fund benefit where an agreed amount of funds will be provided to the underwriter from time to time and the underwriter will be required to settle outpatient bills from the fund and charge an administration fee per insure person.
- Last expense

SECTION VII - PRICE SCHEDULE FOR MEDICAL INSURANCE COVER

Name of tenderer _____ Tender Number _____ Page _____ of _____

(i) Price Schedule

A. INPATIENT INSURED

Category 1. NTSA 14

Inpatient limit per family – Kshs.5,000,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	0						
M+1	0						
M+2	0						
M+3	0						
M+4	1						
M+5	0						

Category 2. NTSA 12-13

Inpatient limit per family – Kshs.4,000,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	1						
M+1	1						
M+2	4						
M+3	2						
M+4	4						
M+5	2						

Category 3. NTSA 11-10

Inpatient limit per family – Kshs.3,000,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	0						
M+1	2						
M+2	4						
M+3	7						

M+4	8						
M+5	4						

Category 4. NTSA 9-7

Inpatient limit per family – Kshs.2,500,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	9						
M+1	5						
M+2	7						
M+3	17						
M+4	10						
M+5	2						

Category 5. NTSA 6-4

Inpatient limit per family – Kshs.2,000,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	114						
M+1	36						

M+2	55						
M+3	44						
M+4	24						
M+5	7						

Category 6. NTSA 3-1

Inpatient limit per family – Kshs.1,500,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	88						
M+1	22						
M+2	62						
M+3	58						
M+4	33						
M+5	20						

B. OUPATIENT FUNDED

Category 1. NTSA 14

Outpatient limit per family – Kshs.500,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	0						
M+1	0						
M+2	0						
M+3	0						
M+4	1						
M+5	0						

Category 2. NTSA 12-13

Outpatient limit per family – Kshs.400,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	1						
M+1	1						
M+2	4						
M+3	2						

M+4	4						
M+5	2						

Category 3. NTSA 11-10

Outpatient limit per family – Kshs.300,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	0						
M+1	2						
M+2	4						
M+3	7						
M+4	8						
M+5	4						

Category 4. NTSA 9-7

Outpatient limit per family – Kshs.250,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	9						
M+1	5						

M+2	7						
M+3	17						
M+4	10						
M+5	2						

Category 5. NTSA 6-4

Outpatient limit per family – Kshs.200,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	114						
M+1	36						
M+2	55						
M+3	44						
M+4	24						
M+5	7						

Category 6. NTSA 3-1

Outpatient limit per family – Kshs.150,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable

M	88						
M+1	22						
M+2	62						
M+3	58						
M+4	33						
M+5	20						

C. DENTAL FUNDED

Category 1. NTSA 14-12

Dental limit per Member – Kshs.50,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	1						
M+1	1						
M+2	4						
M+3	2						
M+4	5						
M+5	2						

Category 2. NTSA 11-7

Dental limit per Member – Kshs.30,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	9						
M+1	7						
M+2	11						
M+3	24						
M+4	18						
M+5	6						

Category 3. NTSA 6-4

Dental limit per member – Kshs.25,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	114						
M+1	36						
M+2	55						
M+3	44						

M+4	24						
M+5	7						

Category 4. NTSA 3-1

Dental limit per member – Kshs.20,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	88						
M+1	22						
M+2	62						
M+3	58						
M+4	33						
M+5	20						

D. OPTICAL FUNDED

Category 1. NTSA 14-12

Optical limit per Member – Kshs.50,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable

M	1						
M+1	1						
M+2	4						
M+3	2						
M+4	5						
M+5	2						

Category 2. NTSA 11-7

Optical limit per Member – Kshs.30,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	9						
M+1	7						
M+2	11						
M+3	24						
M+4	18						
M+5	6						

Category 3. NTSA 6-4

Optical limit per member – Kshs.25,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	114						
M+1	36						
M+2	55						
M+3	44						
M+4	24						
M+5	7						

Category 4. NTSA 3-1

Optical limit per member – Kshs.20,000							
Family size	Number of families	Premium per family	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	88						
M+1	22						
M+2	62						
M+3	58						

M+4	33						
M+5	20						

E. MATERNITY INSURED

Cover Limit per person (Principal member or spouse only) – Kshs.200,000						
Number of Principal Members	Premium per P. Member	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
653						

F. LAST EXPENSE INSURED – STAFF AND DEPENDANTS

Principal members KES. 175,000; Dependants KES.100,000.								
Class	Number of Families	Total Population	Premium per person	Total Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
M	212	223						
M+1	66	132						
M+2	132	396						
M+3	128	384						
M+4	80	320						
M+5	35	210						

Total	653	1654					
--------------	------------	-------------	--	--	--	--	--

G. NTSA BOARD MEMBERS

COVER TYPE	LIMIT	No. of Members	Premium	Training Levy	P.H.C.F	Stamp Duty	Total Premium Payable
Inpatient-Insured	2,000,000	11					
Outpatient-Funded	100,000	11					
Dental-Funded	50,000	11					
Optical-Funded	50,000	11					
Funeral-Insured	100,000	11					
Total		11					

H. OTHER COSTS

I. PREMIUM SUMMARY

ITEM NO.	DESCRIPTION	TOTAL PREMIUM
A.	Inpatient cost	
B.	Outpatient cost	
C.	Maternity cost	
D.	Dental cost	
E.	Optical cost	

F.	Funeral expense	
G.	Board members' cover	
H.	Other costs	
Grand Total (Inclusive of taxes)		

OUTPATIENT MANAGED FUND

Here the outpatient managed fund benefit is where an agreed amount of funds will be provided to the underwriter from time to time and the underwriter will be required to settle outpatient bills from the fund and charge an administration fee per insure person

ADMINISTRATION FEE FOR THE SELF FUNDED OUT PATIENT WHICH ALSO INCLUDES DENTAL AND OPTICAL

Family Size	Total Population				
M	223				
M+1	66				
M+2	132				
M+3	128				
M+4	80				
M+5	35				
TOTAL	664				

***Bidders may amend this table accordingly**

Bidder's Signature -----Official Stamp -----Date -----

Note: In case of discrepancy between unit price and total, the unit price shall prevail

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

- 1 *Form of Tender*-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 2 *Price Schedules*
- 3 *Contract Form*-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 4 *Confidential Business Questionnaire Form* - This form must be completed by the tenderer and submitted with the tender documents.
- 5 *Tender Security Form*-When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the NTSA.
- 6 *Performance Security Form*- The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the NTSA.
- 7 *Bank Guarantee for Advance Payment Form*-When Advance payment is requested for by the successful bidder and agreed by the NTSA, this form must be completed fully and duly signed by the authorized officials of the bank.
- 8 *Notification of award*

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: NATIONAL TRANSPORT AND SAFETY AUTHORITY
P. O. BOX 3206-00506 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide medical insurance services in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to **2.5%** percent of the Annual Premiums Contract Sum for the due performance of the Contract , in the form prescribed by *(NTSA)*.

4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part 3.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General													
1.1	Business Name												
1.2	Location of Business Premises.												
1.3	Plot No..... Street/Road Postal Address Tel No. Fax E mail												
1.4	Nature of Business ,.....												
1.5	Registration Certificate No.												
1.6	Maximum Value of Business which you can handle at any one time – Kshs.												
1.7	Name of your BankersBranch												
Part 2 (a) – Sole Proprietor													
2a.1	Your Name in Full Age												
2a.2	Nationality Country of Origin <ul style="list-style-type: none"> • Citizenship Details 												
Part 2 (b) Partnership													
2b.1	Given details of Partners as follows:												
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 33%;"><u>Name</u></th> <th style="text-align: left; width: 33%;"><u>Nationality</u></th> <th style="text-align: left; width: 33%;"><u>Citizenship Details</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	1.....	2.....
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>											
1.....											
.....											
2.....											

.....

 3.....

 4.....

Part 2 (c) – Registered Company

2c.1 Private or Public

2c.2 State the Nominal and Issued Capital of Company-
 Nominal Kshs.

 Issued Kshs.

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>
<u>Shares</u>		
1.....
.....
2.....
.....
3.....
.....
4.....
.....
5.....
.....
.....

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of National Transport and Safety Authority? Yes _____ No _____

3.2 If answer in '3.1' is **YES** give the relationship.

.....
.....
.....
.....
.....

3.3 Does an Employee, Committee Member, Board Member of National Transport and Safety Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

3.4 If answer in '3.3' above is **YES** give details.

.....
.....
.....
.....
.....
.....
.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by National Transport and Safety Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

.....
.....
.....
.....
.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____

3.8 If answer in '3.7' above is **YES** give details:

.....
.....

...

.....

...

.....

...

3.9 Have you offered or given anything of value to influence the procurement process?
Yes _____No_____

3.10 If answer in '18' above is **YES** give details

.....

.....

...

.....

.....

...

.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date Signature of Candidate

.....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas[name of the tenderer]
(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of
[name and/or description of the services]
(hereinafter called “the Tenderer”).....
KNOW ALL PEOPLE by these presents that WE.....
Of.....having registered office at
[name of NTSA](hereinafter called “the Bank”)are bound unto.....
[name of NTSA](hereinafter called “the NTSA”) in the sum of
for which payment well and truly to be made to the said NTSA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.
THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the NTSA during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;
we undertake to pay to the NTSA up to the above amount upon receipt of its first written demand, without the NTSA having to substantiate its demand, provided that in its demand the NTSA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.
[signature of the bank]
<i>(Amend accordingly if provided by Insurance Company)</i>

8.4 CONTRACT FORM

<p>THIS AGREEMENT made the ___ day of _____ 20___ between.....[name of NTSA] of[country of NTSA](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.</p>
<p>WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]</p>
<p>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</p>
<p>1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.</p>
<p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</p>
<ul style="list-style-type: none"> (a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Procuring entity’s Notification of Award.
<p>3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract</p>
<p>4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.</p>
<p>IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.</p>
<p>Signed, sealed, delivered by _____ the _____ (for the Procuring entity)</p>
<p>Signed, sealed, delivered by _____ the _____ (for the tenderer)</p>
<p>in the presence of _____.</p>

8.5 PERFORMANCE SECURITY FORM

To National Transport and Safety Authority

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

..... [name of bank or financial institution]

..... [address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To National Transport and Safety Authority

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,
[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of[amount of guarantee in figures and words]. We, the
[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding <i>[amount of guarantee in figures and words].</i>
We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.
This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].
Yours truly,
Signature and seal of the Guarantors _____ [name of bank or financial institution]
_____ [address]
_____ [date]

8.7 ANTI-CORRUPTION AFFIDAVIT

REPUBLIC OF KENYA
IN THE MATTER OF OATHS AND STATUTORY DECLARATION
ACT CHAPTER 15 OF THE LAWS OF KENYA
AND
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET
DISPOSAL ACT, NO. 3 OF 2015

I, of P. O. Box
..... being a resident of
in the Republic of Kenya do hereby make oath and state as follows: -

THAT I am the Chief Executive/Managing Director/Principal Officer
/Director of (name of the Candidate)
which is a Candidate in respect of Tender Number
..... to supply goods, render services and/or carry
out works for National Transport and Safety Authority and duly
authorized and competent to make this Affidavit.

THAT the aforesaid Candidate has not been requested to pay any
inducement to any member of the Board, Management, Staff and/or
employees and/or agents of National Transport and Safety
Authority, which is the procuring entity.

THAT the aforesaid Candidate, its servants and/or agents **have not offered**
and **will not offer** any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of National
Transport and Safety Authority.

THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at by the said}

..... }

Name of Chief Executive/Managing Director/ }

Principal Officer/Director }

on this day of 20... }

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

LETTER OF NOTIFICATION OF AWARD

National Transport and Safety
Authority
P.O Box 3602-00506
Nairobi.

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

Senior Deputy Director Procurement
Hill Park Building, 4th Floor
Telephone: +254-020-2395824

FOR: DIRECTOR GENERAL